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WAR FOOD ADMINISTRATION  
Food Distribution Administration  
Washington 25, D. C.



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June 23, 1943

ADMINISTRATIVE SERVICES DIVISION MEMORANDUM NO. 31

TO: Branch and Division Chiefs and Regional Administrators  
FROM: F. J. Hughes, Chief, Administrative Services Division  
SUBJECT: Contracts for Miscellaneous Services

SECTION I - GENERAL

- A. The purpose of this memorandum is to provide procedure governing the negotiation of contracts covering miscellaneous services, such as ice, laundering and/or furnishing of towels and laboratory aprons, coats and trousers, rental of water coolers, etc., for the field offices only.
- B. Contracts for miscellaneous services shall cover the full fiscal year or for a definite period within the fiscal year and shall not be subject to renewal. Such contracts for an ensuing fiscal year may not be accepted or executed prior to passage of the Appropriation Bill.
- C. The responsibility for handling all matters relating to miscellaneous service contracts, including the acceptance of bids and execution of contracts, is vested in the Chiefs of the Regional Administrative Services Divisions, except where the amount involved will exceed \$500.00 for the contract period, in which case the bid docket will be forwarded to the Chief, Procurement Section, Administrative Services Division, in Washington, for recommendation to and acceptance by the Division of Purchase, Sales and Traffic of the Department.
- D. When to use Forms AD-215, U. S. Department of Agriculture General Conditions Applicable to Supply Contracts, and AD-238, U. S. Department of Agriculture General Conditions Applicable to Service Contracts, should be carefully observed. The furnishing of ice or clean towels would be a supply item and Form AD-215 should be used. The laundering of towels would be a service item and Form AD-238 should be made a part of the invitation for bids or the contract.

SECTION II - PREPARATION OF INVITATION OR CONTRACT

- A. U. S. Standard Form 33 (Revised) will be used for all miscellaneous contracts.

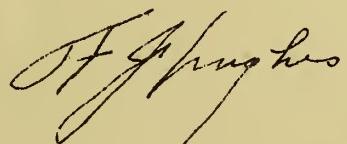
- B. Where it is anticipated that the amount involved will exceed \$50.00 for the contract period, the procedure for securing bids outlined in the Contracting Manual issued by the Division of Purchase, Sales and Traffic will be followed. The specifications should be similar to those in the samples referred to in Paragraph C of this Section, except the word "contract" appearing in the first paragraph on Page 2 should be changed to "invitation."
- C. Where the amount will not exceed \$50.00 for the contract period, an original and five copies of a proposed contract should be prepared by the Regional Administrative Services Division, along the line of the attached samples. Under the column headed "Articles or Services" there have been indicated in the first paragraph general wording which may be changed to cover the particular needs of the office. The remaining paragraphs should be worded "as is," except for changing the period to be covered by the contract. The proposed contract will be forwarded to the field office concerned for execution by the contractor. The field office should make inquiry of a number of prospective contractors and have the contract executed by the one which would prove the most advantageous to the Government.
- D. Ice Service: Due to seasonal conditions the quantity of ice required daily will probably vary during the course of the year. The month groupings should be changed to meet the seasonal needs of the office involved. Where cracked ice is required for icing water coolers it shall be so stated.
- E. Towel and Laundry Service: Before preparing an invitation for bids or contract for laundering of towels or laboratory aprons, coats, trousers, etc., it should be determined whether such items are Government-owned. The Government may not purchase or rent laboratory coats and trousers which would normally be purchased by the employees, and there should be very few remaining on hand of those which were purchased a few years ago. Personally owned towels and laboratory aprons, coats, trousers, etc., may not be laundered at the expense of the Government.
- F. Rental of Water Coolers: Used water coolers may be purchased or rented from a concern which was engaged in the selling or renting of water coolers on May 15, 1942 without the application of a preference rating.
- G. Bottled Drinking Water Service: A contract for bottled drinking water service may not be executed if the lease covering the quarters involved provides for the furnishing of water. The Comptroller General has held that water furnished under a lease as a part of the rental consideration means water suitable for drinking purposes. If the office involved is located in other than leased quarters, or water is not furnished as a part of the rental consideration, and it is administratively determined that the running water available is not fit for human consumption, bottled drinking water service may be contracted for.

### SECTION III - NUMBERING

- A. Contracts for miscellaneous services usually provide for more than a single payment and therefore must be numbered in accordance with the procedure issued by the Finance and Accounts Division.

### SECTION IV - DISTRIBUTION

- A. When the contract has been executed on the part of the Government and numbered, the original (ribbon) and one copy will be routed to the Regional Finance and Accounts Division. The signed carbon copy will be transmitted to the contractor, one copy each will be forwarded to the field office involved and the Procurement Section, Administrative Services Division, in Washington, and the other copy will be retained by the Regional Administrative Services Division.



Attachments

F -756



## **INVITATION, BID, AND ACCEPTANCE**

**(SHORT FORM CONTRACT)**

WAR FOOD ADMINISTRATION FOOD DISTRIBUTION ADMINISTRATION SERVICES DIVISION  
(Department or establishment) (Office or station)  
5 South Wabash Avenue, Chicago, Illinois June 16, 1943  
(Address) (Date)

**ADMINISTRATIVE  
SERVICES DIVISION**  
(Office or station)  
June 16, 1943  
(Date)

## INVITATION

Sealed bids, in sextuplet, subject to the conditions on the reverse hereof, will be received at this office until \_\_\_\_\_ o'clock \_\_\_\_\_ m., \_\_\_\_\_, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at Toledo, Ohio.

L. M. Wheaton, Chief, Regional Administrative Services  
(Name) Division (Title)

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
					Dollars	Cents
1.	For furnishing ice daily, except Sundays, to the local office of the Grain Products Branch, Food Distribution Administration, located at 333 Blank Building, 1222 Blank Street, Toledo, Ohio.			Price per 100 pounds	\$	_____
	It is estimated that approximately twenty-five (25) pounds of ice daily will be required during the months of April through October, and fifteen (15) pounds daily during the months of November through March.					
	Contract shall cover the period from July 1, 1943 to June 30, 1944, inclusive, unless the Government signifies its desire by written notice fifteen days in advance to terminate the contract, which notice shall be given by the Chief, Regional Administrative Services Division.					

BID

(Date)

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within \_\_\_\_\_ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within \_\_\_\_\_ calendar days after receipt of order.

Discounts will be allowed for payment as follows: \_\_\_\_\_ percent 10 calendar days; \_\_\_\_\_ percent 20 calendar days; \_\_\_\_\_ percent 30 calendar days.

**Bidder** \_\_\_\_\_ **Address** \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign this bid)

#### ACCEPTANCE BY THE GOVERNMENT

-----  
(Date)

Accepted as to items numbered

Name \_\_\_\_\_ Title \_\_\_\_\_  
10-1806 (OVER)

## CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.

2. Prices should be stated in units of quantity specified, with packing included.

3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5. For further instructions read U. S. Standard Form 22 (Instructions to Bidders).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.

2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.

3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U. S. Standard Form 36", and use that form also.

4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20

calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.

6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

Payment to be made at the end of each month after service has been rendered and properly certified invoice submitted.

Form AD-215 entitled "U. S. Department of Agriculture General Conditions Applicable to Supply Contracts" is attached and forms a part of this contract.

It is certified that the prices quoted do not exceed the maximum prices established by the General Maximum Price Regulation issued by the Price Administrator under date of April 28, 1942, pursuant to the Emergency Price Control Act of 1942, or any other applicable price regulation issued by the Office of Price Administration, except those items for which no maximum prices have been established by the above.

#### ESTABLISHING A MINIMUM WAR-TIME WORK WEEK OF 48 HOURS

Attention of contractors is invited to Executive Order No. 9301, February 11, 1943, 8 Federal Register, 1825, and such applicable policies, directives and regulations as have been or may hereafter be issued by the War Manpower Commission.

Questions concerning the interpretation or the application of the orders or regulations are to be taken up by contractors and subcontractors with their regional or area manpower directors.

#### FAIR EMPLOYMENT PRACTICE

The contractor, in the performance of this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provisions imposing a like obligation on subcontractors.



UNITED STATES DEPARTMENT OF AGRICULTURE

GENERAL CONDITIONS APPLICABLE TO SUPPLY CONTRACTS

1. PREPARATION OF BIDS.—Before submitting proposal bidders should read carefully all conditions and instructions printed on the reverse side of Standard Form No. 33 and other papers included herewith. Signatures in ink are preferred. Bidders must affix sufficient postage to their bids.

2. TELEGRAPHIC BIDS.—Telegraphic bids will not be considered unless specifically called for, but modifications by telegraph of bids already submitted immediately confirmed by mail will be considered if received prior to the time set for opening.

3. CORRECTIONS.—Erasures or alterations in bids must be authenticated or explained by the bidder.

4. NEW GOODS.—Unless otherwise specified, all goods furnished must be fresh, new, and unused.

5. DEPARTURE FROM SPECIFICATIONS.—A bidder's failure to indicate intended deviations from specifications will be construed to mean that the goods offered are in full compliance therewith.

6. ALTERNATIVE BIDS.—Alternative bids will not be considered unless called for.

7. TRADE NAMES.—Any reference to trade names or brands in this invitation is merely to indicate the type of goods desired and is not to be considered restricting offers to such trade names or brands.

8. INSPECTION.—Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications.

9. CERTIFICATIONS.—The attention of all bidders is invited to the following paragraphs as each bidder receiving award under this advertisement will be required to execute certificate (1) as well as certificates (\_\_\_\_\_) in connection with the submission of his account on Government Standard Form or on his own original bill of sale or invoice. The required certification must be executed on the voucher or invoice. It will not be acceptable when executed separately and attached.

(1) I certify that the above bill is correct and just; that payment therefor has not been received; that except as otherwise noted all of the articles, materials, and supplies furnished under Purchase Order No. \_\_\_\_\_, if unmanufactured articles, materials, and supplies, have been mined or produced in the United States, and if manufactured articles, materials, and supplies, they have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; and that State or local sales taxes are not included in the amount billed.

NOTE.—Where the bidder has included State or local sales taxes in his offer and has not indicated his consent to a deduction of the stated amount of such taxes included, he should strike out the reference to State or local taxes before executing the foregoing certificate.

(2) I certify that the United States received the benefit of reduction, if any, in the wage rate(s) in accordance with the stipulations under the contract.

(3) I certify that the stipulations required by law and/or under contract, etc., with respect to wages, rights, and hours of work of employees have been complied with.

(4) I certify that the United States received the benefit of decline, if any, in the market price(s) in accordance with the stipulations under the contract.

(5) I certify that the United States received the benefit of decrease, if any, in freight rates in accordance with the stipulations under the contract.

(6) I certify that tank-wagon (or barge, service stations, etc.) price, at date and point of delivery, is as stated herein.

10. FEDERAL SPECIFICATIONS.—Copies of any Federal Specifications referred to herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D. C., at a nominal cost.

**11. NOTICE TO BIDDER—TAXES.**—Bidders are notified that the Federal Government is exempt from the payment of all taxes imposed by the States or local authorities on commodities purchased by the Federal Government, where the tax is levied directly on the sale of the goods. With respect to such taxes, however, as well as the Federal excise tax imposed by the Revenue Act of 1932, bidders may either include the amount of tax (in accordance with par. 6 of the reverse side of Standard Form 33) or exclude the amount of tax from the bid price. If any of the aforementioned taxes are excluded from the bid price, and the amount thereof is specifically shown by the bidder, a tax-exemption certificate will be issued. **BIDDERS ARE INFORMED THAT IN DETERMINING AWARDS—**

- (a) As to Federal taxes, all prices bid will be adjusted to a tax-included basis; and that
- (b) As to State or local taxes, the net figure will be used where the bidder indicates that such taxes are included but that he is willing to accept deduction of such taxes from the quoted price with the issue of tax-exemption certificates; otherwise quoted prices will be used.

Bidder should list below all Federal, State, or local taxes which he has excluded from the bid price, or included with the option in the Government to exclude the tax in making payment. It is understood that all applicable taxes not disclosed are included without option to exclude the tax for purposes of making payment.

Item No.	FEDERAL		STATE		LOCAL	
	Included	Excluded	Included	Excluded	Included	Excluded

The undersigned warrants that the foregoing list includes all items of the bid which are subject to a Federal, State, or local tax with respect to which such tax is excluded from the bid price, or, if included, as to which the undersigned agrees to the deduction of such taxes from the bid price.

(Signed) \_\_\_\_\_  
*Bidder.*

By \_\_\_\_\_

(Title) \_\_\_\_\_

INVITATION, BID, AND ACCEPTANCE  
(SHORT FORM CONTRACT)

Invitation No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

WAR FOOD ADMINISTRATION - DISTRIBUTION ADMINISTRATION SERVICES DIVISION  
(Department or establishment) (Office or station)

5 South Wabash Avenue, Chicago, Illinois. June 16, 1943.  
(Address) (Date)

INVITATION

Sealed bids, in sexuplet, subject to the conditions on the reverse hereof, will be received at this office until o'clock m., and then publicly opened, for furnishing the following supplies, and/or services, for delivery at Toledo, Ohio.

L. M. Wharton, Chief (Name) Regional Administrative Services Division (Title)

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	AMOUNT	
				Dollars	Cents
1.	For furnishing the following weekly to the local office of the Grain Products Branch, Food Distribution Administration, located at 333 Blank Building, 1222 Blank Street, Toledo, Ohio:  Ten (10) clean hand towels Five (5) clean laboratory aprons Five (5) clean short laboratory coats Five (5) clean pairs laboratory trousers			Price per towel	\$
				Price per apron	\$
				Price per coat	\$
				Price per pair	\$
	The quantities shown above are estimated and may vary weekly up to twenty-five percent (25%) more or less.				
	Contract shall cover the period from July 1, 1943 to June 30, 1944, inclusive, unless the Government signifies its desire by written notice fifteen (15) days in advance to terminate the contract, which notice shall be given by the Chief, Regional Administrative Services Division.				

BID

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within \_\_\_\_\_ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within \_\_\_\_\_ calendar days after receipt of order.

Discounts will be allowed for payment as follows: \_\_\_\_\_ percent 10 calendar days; \_\_\_\_\_ percent 20 calendar days; \_\_\_\_\_ percent 30 calendar days.

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign this bid)

ACCEPTANCE BY THE GOVERNMENT

(Date)

Accepted as to items numbered \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

## CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor or received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.

2. Prices should be stated in units of quantity specified, with packing included.

3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

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1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.

2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.

3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U. S. Standard Form 36", and use that form also.

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calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.

6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

Payment to be made at the end of each month after service has been rendered and properly certified invoice submitted.

Form AD-215 entitled "U. S. Department of Agriculture General Conditions Applicable to Supply Contracts" is attached and forms a part of this contract.

It is certified that the prices quoted do not exceed the maximum prices established by the General Maximum Price Regulation issued by the Price Administrator under date of April 28, 1942, pursuant to the Emergency Price Control Act of 1942, or any other applicable price regulation issued by the Office of Price Administration, except those items for which no maximum prices have been established by the above.

ESTABLISHING A MINIMUM WAR-TIME WORK WEEK OF 48 HOURS

Attention of contractors is invited to Executive Order No. 9301, February 11, 1943, 8 Federal Register, 1825, and such applicable policies, directives and regulations as have been or may hereafter be issued by the War Manpower Commission.

Questions concerning the interpretation or the application of the orders or regulations are to be taken up by contractors and subcontractors with their regional or area manpower directors.

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The contractor, in the performance of this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provision imposing a like obligation on subcontractors.



UNITED STATES DEPARTMENT OF AGRICULTURE

GENERAL CONDITIONS APPLICABLE TO SUPPLY CONTRACTS

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4. NEW GOODS.—Unless otherwise specified, all goods furnished must be fresh, new, and unused.

5. DEPARTURE FROM SPECIFICATIONS.—A bidder's failure to indicate intended deviations from specifications will be construed to mean that the goods offered are in full compliance therewith.

6. ALTERNATIVE BIDS.—Alternative bids will not be considered unless called for.

7. TRADE NAMES.—Any reference to trade names or brands in this invitation is merely to indicate the type of goods desired and is not to be considered restricting offers to such trade names or brands.

8. INSPECTION.—Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications.

9. CERTIFICATIONS.—The attention of all bidders is invited to the following paragraphs as each bidder receiving award under this advertisement will be required to execute certificate (1) as well as certificates (\_\_\_\_\_) in connection with the submission of his account on Government Standard Form or on his own original bill of sale or invoice. The required certification must be executed on the voucher or invoice. It will not be acceptable when executed separately and attached.

(1) I certify that the above bill is correct and just; that payment therefor has not been received; that except as otherwise noted all of the articles, materials, and supplies furnished under Purchase Order No. \_\_\_\_\_, if unmanufactured articles, materials, and supplies, have been mined or produced in the United States, and if manufactured articles, materials, and supplies, they have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; and that State or local sales taxes are not included in the amount billed.

NOTE.—Where the bidder has included State or local sales taxes in his offer and has not indicated his consent to a deduction of the stated amount of such taxes included, he should strike out the reference to State or local taxes before executing the foregoing certificate.

(2) I certify that the United States received the benefit of reduction, if any, in the wage rate(s) in accordance with the stipulations under the contract.

(3) I certify that the stipulations required by law and/or under contract, etc., with respect to wages, rights, and hours of work of employees have been complied with.

(4) I certify that the United States received the benefit of decline, if any, in the market price(s) in accordance with the stipulations under the contract.

(5) I certify that the United States received the benefit of decrease, if any, in freight rates in accordance with the stipulations under the contract.

(6) I certify that tank-wagon (or barge, service stations, etc.) price, at date and point of delivery, is as stated herein.

10. FEDERAL SPECIFICATIONS.—Copies of any Federal Specifications referred to herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D. C., at a nominal cost.

**11. NOTICE TO BIDDER—TAXES.**—Bidders are notified that the Federal Government is exempt from the payment of all taxes imposed by the States or local authorities on commodities purchased by the Federal Government, where the tax is levied directly on the sale of the goods. With respect to such taxes, however, as well as the Federal excise tax imposed by the Revenue Act of 1932, bidders may either include the amount of tax (in accordance with par. 6 of the reverse side of Standard Form 33) or exclude the amount of tax from the bid price. If any of the aforementioned taxes are excluded from the bid price, and the amount thereof is specifically shown by the bidder, a tax-exemption certificate will be issued. **BIDDERS ARE INFORMED THAT IN DETERMINING AWARDS—**

- (a) As to Federal taxes, all prices bid will be adjusted to a tax-included basis; and that
- (b) As to State or local taxes, the net figure will be used where the bidder indicates that such taxes are included but that he is willing to accept deduction of such taxes from the quoted price with the issue of tax-exemption certificates; otherwise quoted prices will be used.

Bidder should list below all Federal, State, or local taxes which he has excluded from the bid price, or included with the option in the Government to exclude the tax in making payment. It is understood that all applicable taxes not disclosed are included without option to exclude the tax for purposes of making payment.

Item No.	FEDERAL		STATE		LOCAL	
	Included	Excluded	Included	Excluded	Included	Excluded

The undersigned warrants that the foregoing list includes all items of the bid which are subject to a Federal, State, or local tax with respect to which such tax is excluded from the bid price, or, if included, as to which the undersigned agrees to the deduction of such taxes from the bid price.

(Signed) \_\_\_\_\_  
*Bidder.*

By \_\_\_\_\_

(Title) \_\_\_\_\_

Invitation No. \_\_\_\_\_

Contract No. \_\_\_\_\_

## INVITATION, BID, AND ACCEPTANCE

### (SHORT FORM CONTRACT)

ADMINISTRATIVE

WAR FOOD ADMINISTRATION FOOD DISTRIBUTION ADMINISTRATION SERVICES DIVISION  
(Department or establishment) (Office or station)

5 South Wabash Avenue, Chicago, Illinois.  
(Address)

June 16, 1943.  
(Date)

### INVITATION

Sealed bids, in sextuplicate, subject to the conditions on the reverse hereof, will be received at this office until o'clock m., and then publicly opened, for furnishing the following supplies, and/or services, for delivery at Toledo, Ohio.

L. M. Wheaton, Chief, Regional Administrative Services  
(Name) Division (Title)

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	AMOUNT	
				Dollars	Cents
1.	Rental of electric water cooler for use of the local office of the Grain Products Branch, Food Distribution Administration, located at 333 Blank Building, 1222 Blank Street, Toledo, Ohio.  Contractor shall maintain cooler in operating condition during the term of the contract.  Contract shall cover the period from July 1, 1943 to June 30, 1944, inclusive, unless the Government signifies its desire by written notice fifteen days in advance to terminate the contract, which notice shall be given by the Chief, Regional Administrative Services Division.		Rental per month	\$	

### BID

(Date)

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within calendar days after receipt of order.

Discounts will be allowed for payment as follows: percent 10 calendar days; percent 20 calendar days; percent 30 calendar days.

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign this bid)

### ACCEPTANCE BY THE GOVERNMENT

(Date)

Accepted as to items numbered \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
10-1806 (OVER)

## CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.
2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.
5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.
6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.
7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5. For further instructions read U. S. Standard Form 22 (Instructions to Bidders).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.
2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.
3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U. S. Standard Form 36", and use that form also.
4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20 calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.
5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.
6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

Payment to be made at the end of each month after service has been rendered and properly certified invoice submitted.

Form AD-215 entitled "U. S. Department of Agriculture General Conditions Applicable to Supply Contracts" is attached and forms a part of this contract.

It is certified that the prices quoted do not exceed the maximum prices established by the General Maximum Price Regulation issued by the Price Administrator under date of April 28, 1942, pursuant to the Emergency Price Control Act of 1942, or any other applicable price regulation issued by the Office of Price Administration, except those items for which no maximum prices have been established by the above.

#### ESTABLISHING A MINIMUM WAR-TIME WORK WEEK OF 48 HOURS

Attention of contractors is invited to Executive Order No. 9301, February 11, 1943, 8 Federal Register, 1825, and such applicable policies, directives and regulations as have been or may hereafter be issued by the War Manpower Commission.

Questions concerning the interpretation or the application of the orders or regulations are to be taken up by contractors and subcontractors with their regional or area manpower directors.

#### FAIR EMPLOYMENT PRACTICE

The contractor, in the performance of this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provisions imposing a like obligation on subcontractors.



UNITED STATES DEPARTMENT OF AGRICULTURE

GENERAL CONDITIONS APPLICABLE TO SUPPLY CONTRACTS

1. PREPARATION OF BIDS.—Before submitting proposal bidders should read carefully all conditions and instructions printed on the reverse side of Standard Form No. 33 and other papers included herewith. Signatures in ink are preferred. Bidders must affix sufficient postage to their bids.

2. TELEGRAPHIC BIDS.—Telegraphic bids will not be considered unless specifically called for, but modifications by telegraph of bids already submitted immediately confirmed by mail will be considered if received prior to the time set for opening.

3. CORRECTIONS.—Erasures or alterations in bids must be authenticated or explained by the bidder.

4. NEW GOODS.—Unless otherwise specified, all goods furnished must be fresh, new, and unused.

5. DEPARTURE FROM SPECIFICATIONS.—A bidder's failure to indicate intended deviations from specifications will be construed to mean that the goods offered are in full compliance therewith.

6. ALTERNATIVE BIDS.—Alternative bids will not be considered unless called for.

7. TRADE NAMES.—Any reference to trade names or brands in this invitation is merely to indicate the type of goods desired and is not to be considered restricting offers to such trade names or brands.

8. INSPECTION.—Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications.

9. CERTIFICATIONS.—The attention of all bidders is invited to the following paragraphs as each bidder receiving award under this advertisement will be required to execute certificate (1) as well as certificates ( ) in connection with the submission of his account on Government Standard Form or on his own original bill of sale or invoice. The required certification must be executed on the voucher or invoice. It will not be acceptable when executed separately and attached.

(1) *I certify that the above bill is correct and just; that payment therefor has not been received; that except as otherwise noted all of the articles, materials, and supplies furnished under Purchase Order No. \_\_\_\_\_, if unmanufactured articles, materials, and supplies, have been mined or produced in the United States, and if manufactured articles, materials, and supplies, they have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; and that State or local sales taxes are not included in the amount billed.*

NOTE.—Where the bidder has included State or local sales taxes in his offer and has not indicated his consent to a deduction of the stated amount of such taxes included, he should strike out the reference to State or local taxes before executing the foregoing certificate.

(2) *I certify that the United States received the benefit of reduction, if any, in the wage rate(s) in accordance with the stipulations under the contract.*

(3) *I certify that the stipulations required by law and/or under contract, etc., with respect to wages, rights, and hours of work of employees have been complied with.*

(4) *I certify that the United States received the benefit of decline, if any, in the market price(s) in accordance with the stipulations under the contract.*

(5) *I certify that the United States received the benefit of decrease, if any, in freight rates in accordance with the stipulations under the contract.*

(6) *I certify that tank-wagon (or barge, service stations, etc.) price, at date and point of delivery, is as stated herein.*

10. FEDERAL SPECIFICATIONS.—Copies of any Federal Specifications referred to herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D. C., at a nominal cost.

**11. NOTICE TO BIDDER—TAXES.**—Bidders are notified that the Federal Government is exempt from the payment of all taxes imposed by the States or local authorities on commodities purchased by the Federal Government, where the tax is levied directly on the sale of the goods. With respect to such taxes, however, as well as the Federal excise tax imposed by the Revenue Act of 1932, bidders may either include the amount of tax (in accordance with par. 6 of the reverse side of Standard Form 33) or exclude the amount of tax from the bid price. If any of the aforementioned taxes are excluded from the bid price, and the amount thereof is specifically shown by the bidder, a tax-exemption certificate will be issued. **BIDDERS ARE INFORMED THAT IN DETERMINING AWARDS—**

- (a) As to Federal taxes, all prices bid will be adjusted to a tax-included basis; and that
- (b) As to State or local taxes, the net figure will be used where the bidder indicates that such taxes are included but that he is willing to accept deduction of such taxes from the quoted price with the issue of tax-exemption certificates; otherwise quoted prices will be used.

Bidder should list below all Federal, State, or local taxes which he has excluded from the bid price, or included with the option in the Government to exclude the tax in making payment. It is understood that all applicable taxes not disclosed are included without option to exclude the tax for purposes of making payment.

Item No.	FEDERAL		STATE		LOCAL	
	Included	Excluded	Included	Excluded	Included	Excluded

The undersigned warrants that the foregoing list includes all items of the bid which are subject to a Federal, State, or local tax with respect to which such tax is excluded from the bid price, or, if included, as to which the undersigned agrees to the deduction of such taxes from the bid price.

(Signed) \_\_\_\_\_  
*Bidder.*

By \_\_\_\_\_

(Title) \_\_\_\_\_

Invitation No. \_\_\_\_\_

## INVITATION, BID, AND ACCEPTANCE

(SHORT FORM CONTRACT)

WAR FOOD ADMINISTRATION FOOD DISTRIBUTION ADMINISTRATION  
(Department or establishment)

ADMINISTRATIVE SERVICES DIVISION  
(Office or station)

5 South Wabash Avenue, Chicago, Illinois  
(Address)

June 16, 1943.  
(Date)

### INVITATION

Sealed bids, in sextuplicate, subject to the conditions on the reverse hereof, will be received at this office until \_\_\_\_ o'clock \_\_\_\_ m., and then publicly opened, for furnishing the following supplies, and/or services, for delivery at Toledo, Ohio.

L. M. WHEATON, CHIEF, REGIONAL ADMINISTRATIVE SERVICES DIVISION  
(Name) (Title)

ITEM No.	ARTICLES OR SERVICES	QUANTITY	UNIT	AMOUNT	
				Dollars	Cents
1.	For picking up, laundering, and returning weekly to the local office of the Grain Products Branch, Food Distribution Administration, located at 333 Blank Building, 1222 Blank Street, Toledo, Ohio, the following:				
	Twenty (20) Government-owned hand towels		Price per towel	\$	
	Ten (10) Government-owned laboratory aprons		Price per apron	\$	
	Ten (10) Government-owned short laboratory coats		Price per coat	\$	
	Ten (10) Government-owned laboratory trousers		Price per pair	\$	
	The quantities shown above are estimated and may vary weekly up to twenty-five percent (25%) more or less.				
	Contract shall cover the period from July 1, 1943 to June 30, 1944, inclusive, unless the Government signifies its desire by written notice fifteen (15) days in advance to terminate the contract, which notice shall be given by the Chief, Regional Administrative Services Division.				

### BID

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within \_\_\_\_\_ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within \_\_\_\_\_ calendar days after receipt of order.

Discounts will be allowed for payment as follows: \_\_\_\_\_ percent 10 calendar days; \_\_\_\_\_ percent 20 calendar days; \_\_\_\_\_ percent 30 calendar days.

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of person authorized to sign this bid)

### ACCEPTANCE BY THE GOVERNMENT

(Date)

Accepted as to items numbered \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

10-1806

(OVER)

## CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: *Provided*, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part, or parts thereof, as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby: *Provided*, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any

such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

## INSTRUCTIONS TO BIDDERS

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will, upon request, be returned at the bidder's expense.

2. Prices should be stated in units of quantity specified, with packing included.

3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.

4. Envelops containing bids must be sealed and marked on the upper left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

5. For further instructions read U. S. Standard Form 22 (Instructions to Bidders).

## INSTRUCTIONS TO CONTRACTING OFFICERS

1. If shipment is made by Government bill of lading, observe consolidated classification requirements so as to secure the lowest rate applicable.

2. Although this form meets the requirements of a formal contract (R. S. 3744), if the execution of a formal contract with bond is contemplated U. S. Standard Forms 31 and 32 should be used.

3. If there is not sufficient space on the schedule to list all of the items, insert at the bottom of the schedule "Continued on \_\_\_\_\_ sheets of U. S. Standard Form 36", and use that form also.

4. If it is definitely known that final acceptance cannot be accomplished within 10 or 20 days from date of delivery due to necessity for tests or analyses which cannot be accomplished within that time, delete, before issuance, the discount provision relating to 10 calendar days or to both 10 and 20

calendar days. The provision relating to discounts may also be deleted when funds do not become available so that payment may be made within such time limits.

5. If the contract is likely to involve patent liability, the article on patents as contained in U. S. Standard Form 32 should be used.

6. If the contract provides for liquidated damages, the above Condition No. 4 should be deleted and there should be substituted therefor the article entitled "Delays—Liquidated Damages", quoted in Paragraph 5 of the directions on page 6, U. S. Standard Form 32, modified as follows: Delete "in Article 1", line 2, and if no bond is required, delete "and his sureties", lines 6 and 10; add the last sentence (definitions) of the above Condition No. 4.

Payment to be made at the end of each month after service has been rendered and properly certified invoice submitted.

Form AD-238 entitled "U. S. Department of Agriculture General Conditions Applicable to Service Contracts" is attached and forms a part of this contract.

It is certified that the prices quoted do not exceed the maximum prices established by the General Maximum Price Regulation issued by the Price Administrator under date of April 28, 1942, pursuant to the Emergency Price Control Act of 1942, or any other applicable price regulation issued by the Office of Price Administration, except those items for which no maximum prices have been established by the above.

ESTABLISHING A MINIMUM WAR-TIME WORK WEEK OF 48 HOURS

Attention of contractors is invited to Executive Order No. 9301, February 11, 1943, 8 Federal Register, 1825, and such applicable policies, directives and regulations as have been or may hereafter be issued by the War Manpower Commission.

Questions concerning the interpretation or the application of the orders or regulations are to be taken up by contractors and subcontractors with their regional or area manpower directors.

FAIR EMPLOYMENT PRACTICE

The contractor, in the performance of this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall include in all subcontracts a provision imposing a like obligation on subcontractors.



UNITED STATES DEPARTMENT OF AGRICULTURE

## GENERAL CONDITIONS APPLICABLE TO SERVICE CONTRACTS

1. PREPARATION OF BIDS.—Before submitting proposal bidders should read carefully all conditions and instructions printed on the reverse side of Standard Form No. 33 and other papers included herewith. Signatures in ink are preferred. Bidders must affix sufficient postage to their bids.
2. TELEGRAPHIC BIDS.—Telegraphic bids will not be considered unless specifically called for, but modifications by telegraph of bids already submitted immediately confirmed by mail will be considered if received prior to the time set for opening.
3. CORRECTIONS.—Erasures or alterations in bids must be authenticated or explained by the bidder.
4. NEW GOODS.—Unless otherwise specified all goods used which become the property of the Government must be fresh, new, and unused.
5. DEPARTURE FROM REQUIREMENTS.—A bidder's failure to indicate intended deviations from requirements of this invitation will be construed to mean that the services offered are in full compliance therewith.
6. ALTERNATIVE BIDS.—Alternative bids will not be considered unless called for.
7. TRADE NAMES.—Any reference to trade names or brands in this invitation are merely to indicate the type of goods and services desired and are not to be considered restricting offers to such trade names or brands.
8. INSPECTION.—All services (if not otherwise designated by the specifications) shall be subject to inspection by the Government at any and all times during performance thereof. If the inspecting officer determines that the services (and/or materials furnished in connection therewith) are not in accordance with the specifications, the Government may at its option have the work performed elsewhere, charging the contractor with any excess cost occasioned thereby.
9. EIGHT-HOUR LAW—OVERTIME COMPENSATION.—(Applicable to this contract only if it involves the hiring of mechanics and laborers except as exempted below.) No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any 1 calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$5 shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: *Provided*, That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as in part modified by the provisions of section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

The preceding paragraph has no application to transportation by land or water, transmission of intelligence, the purchase of supplies, whether manufactured to conform to particular specifications or not, or to materials or articles which may usually be bought in the open market.

*Note.*—The 8-Hour Law applies only to that portion of the work done at site where the service is performed and not to fabrication at factory.

**10. PRISON LABOR.**—(Applicable to this contract only if it involves the hiring of labor in the States or Territories contiguous thereto.) The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

**11. CERTIFICATIONS.**—The attention of all bidders is invited to the following certificate which each bidder receiving award under this advertisement will be required to execute in connection with the submission of his account on Government Standard Form, or on his own original bill of sale or invoice. This certification must be executed on the voucher or invoice. It will not be acceptable when executed separately and attached.

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.

Any applicable labor laws with which the prospective successful bidders will be required to comply are cited in the invitation.